

PUBLIC TERMS

CONSENT TO PROCESSING OF PERSONAL DATA

Introduction

The present Consent to processing of personal data (hereinafter the «**Consent**») is being given by the User to the Contractor voluntarily and freely, and shall regulate processing of the User's personal data on the Website at the address: www.tophorseclub.com.

This Consent has been given in writing in form of electronic document. Any User of the Website (regardless of registration, available Account or getting paid Services) is deemed to give this Consent by default, or otherwise the User must immediately stop using and leave the Website.

By visiting the Website, browsing Content and using the Website, filling out Forms and Registration Forms on the Website, by making payment or otherwise getting access to the Website, the User hereby confirms that they have read all essential rules, terms and conditions for using the Website, including the following documents:

- Terms of Use;
- Consent to Processing of Personal Data.

Place of implementation considered for access to the Website: St. Petersburg, Russia.

Website Owner (Contractor, Operator):

Gulam (surname)
Kristina (name)
Akhmadovna (middle name),
acting as a Private Entrepreneur under the legislation of Russia, a citizen of Russia,
Tax Identification Number INN 781304532016
Primary State Registration Number of Private Entrepreneur OGRNIP 320784700014992
hereinafter referred to as the **Contractor, Operator**

Terms and Definitions

The terms used hereby in the Consent shall have the following meanings (unless otherwise mentioned or arises directly from the Consent):

Contractor means the owner of the Website and its representatives who provide the Customer with access to the Website, its Content and Services under this Contract;

User means any private or corporate person that visited the Website and read its Content and/or used its Services (regardless of being a party to payment agreements, having an Account, filling out Registration Forms);

Customer means the User of the Website, identified by registration data filled out to get the Account (registration record), who became a party to the «Contract Access to the Content and Services of the Website (public offer)» by making a payment according to the Tariff or otherwise getting access to the Website;

Account means a registration record on the Website that contains essential information about the User, the Tariffs paid, the Services used, and other relevant data of the User aimed to identify the latter and getting access to the Website and its Services (synonyms - registration record);

Blockage of Personal data means any temporary termination of personal data processing (except for cases where processing is required for specification of personal data);

Content means information and multimedia content of the Website, text and audiovisual materials of the Customer, the Users and the third parties posted on the Website;

Depersonalization of Personal data means actions aimed to make it impossible to identify a particular individual to whom Personal data relates without use of additional information;

Destruction of Personal data means actions resulted in impossibility to recover Personal data in the information systems of Personal data and (or) actions resulted in destruction of Personal data mediums;

Form means the Services offered on the Website for filling out the User's data;

Information system of Personal data means personal data contained in the databases of personal data along with information technologies and technical means used for processing of personal data;

Operator means a legal entity, separately or jointly with other entities, arranging and (or) carrying out Personal data processing, as well as determining the purposes of Personal data processing, scope of Personal data to be processed, actions (operations) performed on Personal data;

Personal data means any information relating directly or indirectly to a particular identifiable individual (subject of Personal data, that is, the User);

Processing of Personal data means any action (operation) or a package of actions (operations) of the Contractor with Personal data, regardless of using automatic tools or not, including collection, recording, systematization, accumulation, storage, clarification (update, amendments), extraction, use, depersonalization, blocking, deletion, destruction of personal data;

Provision of Personal data means actions aimed at disclosing Personal data to a person (persons);

Registration Form means a form for the User to fill out data about the User or third persons in whose interests the User acts, in order to get access the Account and edit it;

Service means a package of electronic services, as well as terms and conditions of the services' delivery that the User can get to use the Website and its Content;

Tariff means the price for a package of Services along with terms and conditions of a fee-based access to the Website selected by the Customer;

Website means a data and services resource of the Contractor located at the address: www.tophorseclub.com, consistent of a combination of Content, Services and utilities to operate the Website.

1. By giving this Consent, in accordance with the Federal Law No. 152-FZ of July 27, 2006 «On Personal Data», Russian Federation, (for the European Union - in accordance with the General Data Protection Regulation, GDPR; Regulation (European Union) 2016/679 - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016), the User takes a decision to provide his personal data and gives Consent to the Operator and its legal successors to Personal data processing (including receiving Personal data from the User) and confirms that by giving this Consent, the User acts freely, voluntarily and in its interest.

2. Consent is deemed to be given and valid by default when the User gets connected to the Website (visiting the Website, browsing its Content and using the Website - «Browse-Wrap Agreement»), as well as when the User fills out special Forms and marks special boxes or presses special buttons to agree («Click-Wrap Agreement»).

3. The Operator shall process the User's Personal data under the following principles:

- processing limited only by purposes of communication between the Website, the Operator and the User
- prevention of processing of Personal data for other purposes;
- processing only the Personal data that meet the purposes of processing;
- ensuring of compliance of the content and amount of processed Personal data with the declared processing purposes and prevent processing of Personal data that is redundant to the declared processing purposes;
- ensuring accuracy, sufficiency and relevance of Personal data to the processing purposes;
- storing Personal data in a form that allows determining the persons only within the period required by the processing purpose;
- destruct or depersonalize Personal data when the processing goals have been achieved or have become irrelevant, unless otherwise mentioned in the law.

4. Consent shall apply to the following Personal data of the User:

- Full Name
- E-mail address
- Phone number
- Login and Password to the Account
- User's data on social networks and media
- Other information that is legally considered as an element of Personal data by law (ipso jure).

5. The User shall provide accurate, reliable personal data.

6. Upon using the Website, the following User's information shall be automatically transmitted to the Operator: IP address, Cookies (small text files that Websites send to the browser of the User in order to save them in the User's devices where they are saved and then sent back to the same sites on the user's next visit), information about location of the User, browser, software applications used, time of access to the Website, other technical information about the User, its hardware and software).

7. The User agrees to collection, analysis and use of Cookies in order to control the use of the Service, generate statistics, save preferences and other information transmitted by the devices of the User.

8. The Operator shall process personal data for the following purposes:

- User's identification;
- performing of statistical and other research;
- administration of payment;
- provision of the User with access to the Website, Services, Content;
- processing of the User's requests by the client service;
- information and advertising mailings;
- maintenance, troubleshooting;
- other functions binding on the Operator by law and/or directly arising from his activities.

9. The User acknowledges and accepts that details of the User's Bank cards, and financial information provided by the User for payments, shall be processed by the third-party services of Banks and payment systems. The Website uses third-party non-cash and electronic payment services owned by third parties. The Operator shall not be liable for

operations of non-cash and electronic payment services of third parties. When redirected from the Website to a third-party non-cash and electronic payment services, the User must carefully read terms and conditions of their use, verify their validity and personally take measures to secure the payments.

10. The User give his Consent to the following operations with the User's Personal data and general processing methods used by the Operator: any actions with respect to the User's Personal data necessary or desirable to achieve the processing goals, including collection, recording, systematization, accumulation, storage, clarification (update, change), extraction, use, transfer (provision, access), depersonalization, blocking, deletion, destruction, and any other actions with the User's personal data, allowed by the legislation.

11. The User acknowledges and gives its Consent to transfer and/or processing of the Personal data:

- from the Operator to third parties under Agreements executed between them, provided that personal data shall be secured at a level not lower than mentioned in this Consent;

- to third parties in cases prescribed by the current legislation of the Russian Federation.

12. The validity period of the Consent shall be unlimited.

13. The User has the right to revoke this Consent at any time by sending a written notice in paper to the postal address of the Operator. The User's personal data shall be deleted by the Operator within 30 days after the notice has been received. Revocation of the Consent to processing of Personal data shall entail blocking access to the Website and deleting the User's Account.

14. The Operator guarantees that the following rights of the subject of Personal data shall be observed: the right to receive information about what Personal data stored by the Operator; the right to delete, clarify or correct Personal data stored by the Operator; other rights prescribed by the legislation.

15. In case of any questions, the User has the right to send a request to the Operator in writing or by filling out special Forms.

16. Terms and Conditions for processing and protection of Personal data:

- The Operator shall process the User's Personal data solely for the purposes specified in the Consent.

- The Operator shall take all legal, administrative and technical measures to protect the User's data from unauthorized or accidental access.

- The Operator shall refrain from transferring Personal data to the third parties not involved in processing, unless otherwise prescribed by the legislation.

- The Operator shall ensure storage and keep confidential Personal data of the User, and refrain from disclosing the User's Personal data without Consent. However, it shall not apply to cases when the User voluntarily provides personal information for public access to the unlimited number of persons, including while using the Website or participating in promotions, etc.

- The Operator has the right to store the correspondence and records of phone conversations when the User contacts the Customer Service.

17. The law and jurisdiction shall apply to disputes under the Consent in accordance with place Consent's implementation specified in the Introduction thereof. Separately, fiscal disputes shall be subjected to the law and jurisdiction of the taxpayer's fiscal residency.

18. Without derogating from the generality of the foregoing, the Operator at his sole discretion has a right to choose the applicable law, jurisdiction and judicial court, regardless of which of the parties is the initiator of the dispute and appeals to the court.

19. Disputes shall be resolved in compliance with a mandatory pre-trial reclamation procedure. The claim response period shall be 15 days.

20. If unresolved dispute (except fiscal disputes) shall be subject for a court trial held under contractual jurisdiction in:

7.4.1. Vyborgsky District Court of St. Petersburg, Russia (general jurisdiction) – for the disputes involving at least one non-commercial individual as party;

7.4.2. Arbitration Court of St. Petersburg and Leningrad Region, St. Petersburg, Russia – for the disputes involving corporations (organizations) and commercial individuals as parties.

Details of the Contractor (Operator)

Gulam (surname)

Kristina (name)

Akhmadovna (middle name),

acting as a Private Entrepreneur under the legislation of Russia, a citizen of Russia,

Primary State Registration Number of Private Entrepreneur OGRNIP 320784700014992

Tax Identification Number INN/Tax Registration Reason Code KPP 781304532016

Registration address: Krestovsky prospect 15-4, RUSSIA, St. Petersburg,

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